

# CITY OF YAKIMA



Bid Documents and Specifications

For

Bid No. 11233

To Provide

New Rifles With Trade-Ins  
For  
SWAT – Yakima Police Department

**City of Yakima/Yakima County Purchasing Division  
129 North Second Street  
Yakima, Washington 98901  
(509) 575-6093**

**January 18, 2013**

## Notice to Bidders No. 11233

Notice is hereby given by the undersigned that sealed bids will be accepted in the office of the Yakima City Clerks Department, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **3:00 pm, January 18, 2013**, and publicly opened and read for:

New Rifles with Trade-Ins

Above per specifications.

Bid forms and Specifications are available in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093.

Specifications may also be obtained online at  
[www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) Click on Bid Openings.

The City of Yakima reserves the right to reject any and all bids.

Dated this 4th day of January, 2013

(Seal)

Christina Payer  
Buyer I

Publish on January 4<sup>th</sup> and 5<sup>th</sup>

**BID CALL -- NOT AN ORDER**BID NO. 11233DATE January 4, 2013

CITY OF YAKIMA  
PURCHASING DIVISION  
129 NO. 2ND STREET  
YAKIMA, WASHINGTON 98901  
PHONE 575-6093

PLEASE QUOTE ON THIS FORM.  
RETURN MARKED "NO BID"  
IF YOU CANNOT BID,  
AND REASON IN ORDER TO  
REMAIN ON VENDOR LIST.

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

BIDS WILL BE RECEIVED

UNTIL 3:00 PM, January 18, 2013BID OPENING 3:00 PM, January 18, 2013

## TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE, AND PROMPT PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<b>New Rifles with Trade-Ins</b>					
The quantities listed are the City's current approximate requirements. The City of Yakima will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the bid. <i><b>This is a potential 5-year contract.</b></i>					
<b>Schedule A – New Rifle Purchase</b>					
1.	17	Each	Colt CQB Carbine, .223cal, Model LE6945 Safe/Semi Only, 10.3in Barrel, Quad Railed Monolithic Upper, Front & Rear BUIS, Mag Pull CRT Butt Stock, VTAC Padded Sling, Cleaning Kit and (1) 30 md magazine <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
2.	4	Each	Colt Carbine, .223cal, Model LE6921, Safe/Semi Only, 14.5 inch Barrel, VTAC Padded Sling, Cleaning Kit and (1) 30 md Magazine <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
3.	21	Each	Surefire M300V Scout Lights with SR07 Tail Switches and Socketed Tail Caps <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
4.	21	Each	Surefire X300 Ultra Handgun/Long Gun Light with XT07 Remote Dual Switch <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price

*Bid Call 11233 (continued...)*

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
5.	17	Each	Aimpoint T1 2MOA # 200030 <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
6.	17	Each	LaRue Tactical LT-660 Mount # 11465 <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
7.	4	Each	Knights Armament Micro 300 M Rear Flip Sight <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
8.	4	Each	LaRue Handguards LT15-11FL <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
9.	4	Each	LaRue Front Sight 600-005 <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
10.	4	Each	LaRue Gas Block (Low Pro) LT202 <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
11.	4	Each	Geissele Super Dynamic Trigger <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
12.	4	Each	Mag Pul STR Carbine Stock <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
13.	2	Each	Leupold VX.R 1.25 – 4 X 20 mm (30mm) Patrol <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
14.	3	Each	Buris Fast Fire III w/ Picatinny Mount – 3 MOA Dot w/ 45 Degree Angle Mount <b>REQUIRED INFO.:</b>	\$ _____ = _____%	\$ _____ Discount off Mfg List Price
<b>NOTE: Assembly does not need to be included.</b>					

*Bid Call 11233 (continued...)*

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<b>Schedule B – Used Trade-Ins</b>					
1.	6	Each	Bushmaster 11.5 inch Barrel, Safe, Semi & Full Auto. Aimpoint Comp ML 2 Red Dot Scope and Sure Fire 961 Light w/ Dual Tail Cap and Switch Tape	\$ _____	\$ _____
2.	11	Each	Bushmaster 14.5 inch Barrel, Safe, Semi & Full Auto. Aimpoint Comp ML 2 Red Dot Scope and Sure Fire 961 Light w/ Dual Tail Cap and Switch Tape	\$ _____	\$ _____
3.	1	Each	DPMS SASS .308 Rifle (With less than 200 rounds through it)	\$ _____	\$ _____
4.	1	Each	Full Auto Springfield M1A	\$ _____	\$ _____
5.	1	Each	Remington 700 Police Tactical Rifle .308	\$ _____	\$ _____
			Freight, FOB Destination:		<b>Included</b>
			Subtotal:		\$ _____
			Tax @ 8.2%:		\$ _____
			<b>Total:</b>		\$ _____
<p><b>DELIVERY:</b>            WE (I) WILL DELIVER COMPLETE THE ABOVE UNITS WITHIN _____ DAYS FROM RECEIPT OF ORDER AND AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.</p>					
<p>FOR FUTURE CONTRACT YEARS: TRADE-IN VALUE TO BE DETERMINED AT _____ %            OVER/UNDER _____ Blue Book Pricing.            (Circle One) (Specify Book)</p>					

**SIGNATURE SHEET**  
**BID No. 11233**

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED \_\_\_\_\_% \_\_\_\_\_

**\*\*Receipt is hereby acknowledged of addendum(s) No. (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.**

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

**PROPOSAL MUST BE SIGNED** →

**CITY OF YAKIMA  
NEW RIFLES WITH TRADE-INS  
SPECIFICATIONS  
BID NO. 11233**

**I. General**

- A. It is the intent of these specifications to describe new rifles and equipment in sufficient detail to secure competitive bids. All parts, which are necessary in order to provide complete units, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided by the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

B. **Right to Reject/Accept:**

City of Yakima reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

C. **Evaluation:**

Evaluation of bids shall be based on net cost, past experience with proposed manufacturer's service availability, and parts availability.

D. **Payments:**

Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address.

Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the equipment, (b) properly completed invoice, and (c) all papers required to be delivered with equipment.

E. **Term:**

The period of this contract shall be for a period of **one year** from its effective date. The City may, at its option, extend the contract on a year to year basis for up to **four (4) additional years** provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.

F. **Price Increases:**

**Rates and Prices:** Pricing shall be prepared with the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Rate Increases must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on

behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

1. **Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.
  - The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDOQ/outside.jsp?survey=wp>.
  - The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
  - Should not deviate from the original contract pricing scheme/methodology
2. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first year of the contract.

Price requests are at the discretion of the Buyer; and must also be:

  - The direct result of increases at the manufacturer's level (or if Vendor is a supplier of a raw material delivered directly to the City such as cement or soil, the increase must be verified at the supplier level).
  - Incurred after contract commencement date.
  - Not produce a higher profit margin than that on the original contract.
  - Clearly identify the items impacted by the increase.
  - Be filed with Buyer (ITB Coordinator) a minimum of 30 calendar days before the effective date of proposed increase.
  - Be accompanied by detailed documentation acceptable to the Buyer (ITB Coordinator) sufficient to warrant the increase.
  - The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDOQ/outside.jsp?survey=wp>.
  - The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
  - Should not deviate from the original contract pricing scheme/methodology.

## **II. Special Instructions**

### **A. Bid Due Date:**

Bid shall be submitted to and date stamped by the City Clerk's Office, Yakima City Hall, 129 North 2nd Street, Yakima, WA, 98901, **by 3:00 p.m. on January 18, 2013** in a sealed envelope labeled Bid No. 11233 with the date and time of bid opening written on the face of it. If you plan on attending the bid opening, **DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM.** It must be received and date stamped by the Clerk's Office.



- B. **Trade-In:**  
Optional trade-in shall be quoted as separate items. If trade-in allowance is accepted, it shall be the responsibility of the vendor to pick up at City of Yakima Police Department. Trade-ins shall be ready for pick up at the time of delivery of the new units. **TRADE-INS ARE OFFERED "AS IS – WHERE IS" WITH NO WARRANTIES EXPRESSED OR IMPLIED.**
- C. **Delivery:**  
Each bidder is required to list on the proposal and/or bid form the number of calendar days he expects delivery to be made at the destination in terms of time interval following receipt of order.  
  
Failure to include a specific number of days may be sufficient grounds for rejection of bid.
- D. **Delivery Acceptance:**  
Time of delivery is important and will be considered in the evaluation of the bids. Delivery will be accepted by City of Yakima Police Department, 200 South 3rd St., Yakima, Washington, 98901, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, ready for regular and safe operation.
- E. **Unit Acceptance:**  
Upon delivery, the units shall be thoroughly tested in operation in the presence of an authorized representative of the City to check on the performance of the equipment and operation of the unit as a whole.
- F. **Papers Required at time of Delivery:**  
The bidder shall deliver all necessary papers required for receiving the units.
- G. **Regulations and Codes:**  
The units must meet all federal, state and City and County safety codes, including the National Firearms Act.
- H. **Dealer Authorization:**  
The Bidder, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection.
- I. **Warranty(ies):**  
As applicable, contractor shall submit a copy of warranty with items delivered under this contract. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.
- J. **Guarantee/Warranty:**  
Bidder shall state terms and conditions of guarantee/warranty.

K. **Adjustments/Alterations:**

The successful bidder shall make, at his own expense, any adjustments or alterations that may be required by the City as a result of the operation test.

L. These specifications are intended to be precise where a specific make, model or trade name is requested.

**CITY OF YAKIMA  
GENERAL PROVISIONS  
(A PART OF ALL CONTRACT DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

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**1. Laws and Regulations**

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

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**2. Acceptance**

The City reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

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**3. Bid/Quote Submittals**

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

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**4. Change Orders**

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

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**5. Quality Standards**

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. The City of Yakima will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

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**6. Delivery**

Time is of the essence and this order is subject to cancellation by the City of Yakima for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City. The acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the City grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the City as a separate item on the invoice for said charges. It is also agreed the City reserves the right, at its sole option, to refuse COD Shipments.

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**7. Identification**

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

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**8. Payment**

Vendor is to submit properly completed invoice(s) and mail to: ***City of Yakima, Accounts Payable, 129 No. 2<sup>nd</sup> St., Yakima, WA 98901***

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

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**9. Risk of Loss**

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the City, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

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**10. Force Majeure**

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

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**11. Rejection**

All goods and any services purchased in this order are subject to approval by the City. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the City or returned, will be at Vendor's risk and expense.

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**12. Approximate Quantity**

The quantities listed are the City's current approximate requirements. The City of Yakima will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

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**13. Cooperative Purchasing**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

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**14. Samples**

Samples of items, when required, must be furnished free of expense to the City, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

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**15. Inspection**

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

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**16. Hazardous Materials**

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the City with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

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**17. Public Disclosure**

Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is in any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Vendor's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

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**18. Warranties**

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

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**19. Re-Award**

When the contract is terminated by the vendor upon 30 days notice as herein provided, the City, pursuant to City ordinance, may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible bidder.

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**20. Errors and Omissions**

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

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**21. Late Receipt of Bid/Quote Documents**

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

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**22. Licenses**

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

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**23. Delivery of Unapproved Substitutions**

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the City reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the City regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the City mailing list for a period of up to three (3) years.

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**24. "No Bids"**

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the City's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

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**25. Non-Collusion**

The Bidder represents, by the submission of the Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

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**26. Evaluation of Bid/Quote**

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

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**27. Taxes**

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The City is exempt from Federal Excise Tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

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**28. Non-Discrimination**

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

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**29. The Americans With Disabilities Act.**

With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

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**30. Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

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**31. Termination - Convenience**

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

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**32. Termination - Cause**

The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the City may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

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**33. Delay of an Award**

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

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**34. Venue**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

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**35. Defense and Indemnity Agreement**

The vendor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, The City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

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**36. Permits**

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by the City of Yakima. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

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**37. Severability**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

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**38. Waiver**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

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**39. Entire Agreement**

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

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**40. Protest Procedure**

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2<sup>nd</sup> St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to [sownby@ci.yakima.wa.us](mailto:sownby@ci.yakima.wa.us). The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

**Step I** Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

**Step II** If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

**Step III** If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee) by the Department Head. The City Manager shall make a determination in writing to the vendor.

**Grounds for Protest**

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or City Policy.

**Protest Determination**

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

**Timeframe**

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

**Award Announcement**

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

**Award Regardless of Protest**

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

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**41. Proprietary Material Submitted**

Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

## Personnel Inventory Form

**\* To Accompany Bid Proposal \***

Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Service Provided: \_\_\_\_\_

Are you a certified DBE or WMBE?: YES\_\_\_\_ NO\_\_\_\_. If yes, what is your certification number?

# \_\_\_\_\_

**Contractor's Entire Work Force - if you need additional space,  
photocopy this section and attach it to this form.**

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
<b>Totals:</b>														

Goals for minorities and women employees in the contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.